



January 14, 2019

SUBJECT: NOTICE INVITING BIDS ("NIB") No. 19-020HC

SECTION I

INVITATION

The City of Corona Administrative Services, Purchasing Division ("City") invites bids from qualified vendors for:

Pest and Rodent Control Services

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms and must be signed by an authorized agent of the offering company, in order to be considered responsive.

The successful contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, the successful contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. The successful contractor will be required to indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by the successful bidder, its subcontractors, or others for whom the successful contractor is responsible under its indemnity obligations.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED/HAVE BEEN
CHANGED
REFERENCE INSURANCE REQUIREMENTS FORM IN SECTION IV AND
AGREEMENT SAMPLE PARAGRAPH 3.2.10 IN SECTION V**

Award of Contract: The City shall award a Contract for the Project to the lowest responsive, responsible bidder. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

For further information, contact Holli Clear at Holli.Clear@coronaca.gov and Jennifer Talley at Jennifer.Talley@coronaca.gov

Tentative NIB Schedule
(Subject to change at City's discretion)

1. Issue NIB	January 14, 2019
2. Advertise in Sentinel Weekly	January 16, 2019
3. Mandatory Pre-Bid Meeting	11:00 a.m. January 24, 2019
4. Written Questions from Bidders due	3:00 p.m., February 6, 2019
5. Responses from City Due	February 13, 2019
6. Bids Due (time & date)	3:00 p.m., February 21, 2019
7. Bid Evaluation Completed	February 25, 2019
8. Contractor Selection	February 28, 2019
9. Request for Council Action Due	March 8, 2019
10. Council Approval	March 20, 2019

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

A mandatory pre-bid meeting will be held at 11:00 A.M. on January 24, 2019 at the City Hall. Bidders shall meet at 400 S. Vicentia Ave., Corona, CA 92882.

B. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Contractor for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this NIB and will be posted on the City of Corona website (www.coronaca.gov).

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and emailed to the City no later than **3:00 p.m., February 6, 2019**, and be addressed as follows:

“RFI to NIB 19-020HC- Pest and Rodent Control Services”

Email Address: Holli.Clear@CoronaCA.gov and
Jennifer.Talley@cronaca.gov

- b. The subject line of all requests for clarifications, questions and comments must be clearly labeled, “RFI’s and Not an Offer.” They City is not responsible for failure to respond to a request that has not been labeled as such.

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this NIB, by way of Addendum via e-mail and posted on the City of Corona bid Opportunities webpage at www.coronaca.gov, no later than 72 hours prior to Bid Due Date and Time.
- b. It is the responsibility of bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Bid Due Date and Time, the Bid Due date will be extended.

E. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Administrative Services Department, Purchasing Division, Attention: Holli Clear. Bids **must** be received no later than **3:00 p.m., February 21, 2019**. Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Bids shall be addressed as follows:

City of Corona Administrative Services Department - Purchasing Division

Attn: Holli Clear, Purchasing Specialist II
400 S. Vicentia Ave, Suite 320
Corona, CA 92882

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee (Bid Bond) and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid, to the City at the place and to the attention of the person indicated in E.2. No oral or telephonic bids will be considered. No forms transmitted via the internet, email, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein.

It is the sole responsibility of all bidders to ensure that their bids are received at the **time and place** indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

3. Identification of Bids

The bid package shall be addressed as shown in Section E.2 above, bearing the Bidder's name and address and clearly marked as follows:

**"NIB No. 19-020HC
Pest and Rodent Control Services"**

4. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- c. The City reserves the right to postpone bid opening for its own convenience.

F. Bid Withdrawal.

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by the Purchasing Division before the Bid Submission Date & Time. After that time, bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid(s).

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing its bid in response to this NIB;
2. Submitting that bid to City; or
3. Any other expenses incurred by the bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by bidders in the preparation of its bid. Bidders shall not include any such expenses as part of their bid.

H. Award Process

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Agreement and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certification from the successful bidder, the City shall issue a Notice to Proceed to that Bidder.

I. Acceptance of Order

The successful bidder will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. The successful bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement.

J. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign

or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

K. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

L. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

M. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City of Corona to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.
4. City of Corona Business License. The successful bidder(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by visiting the following link: <https://corona.hdlgov.com/Home/Index/BusinessLicense> or calling (951) 736-2275.

5. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
6. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
7. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
8. Prevailing Wage. Refer to Section V, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.
9. Contract Incorporation. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
10. Cooperation Between Contractors. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

11. Coordination with Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
12. Damage. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or his employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
13. Examination of Specification and Site. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
14. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
15. Insurance Requirements. Within ten (10) consecutive calendar *days* after the notice of award of contract, the successful Bidder shall furnish the City with the Certificates of Insurance evidencing coverage as specified in Section V, Form of Agreement, Section 3.2.10 et seq. for Insurance requirements and naming the City of Corona, its officers and agents, additional insured by endorsement. Failure to furnish the required certificates within the time allowed may result in forfeiture of Bidder's Bid Security.
16. Measurements. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.
17. Permits. Unless otherwise specified herein, Contractor shall at his or her expense, obtain all permits and licenses and pay all charges and fees necessary

for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

18. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
19. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.
20. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

N. Filing of Bid Protests

Contractors may file a “protest” of a Bid with the City’s Purchasing Manager. In order for a Bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the posting of the bid summary;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Purchasing Manager or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

O. Local Bidder Preference Program

This bid shall be subject to the City's local bidder preference program. To qualify, bidders must be a "local business" with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid, and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City's first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid, and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City's purchasing policy.

P. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET",

“CONFIDENTIAL”, or “PROPRIETARY” by proposer. The City will use its best efforts to inform bidder of any request for disclosure of any such document. The City, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, bidder shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all “Confidential, “Proprietary,” or “Trade Secret” data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

Q. Term of Contract

The contract term shall be effective on or about March 20, 2019 through June 30, 2021. With the option to renew for two two-year terms.

Option 1	July 1, 2021 through June 30, 2023
Option 2	July 1, 2023 through June 30, 2025

R. Safety Requirements/OSHA Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, Contractors must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations.

Contractors must identify the number of OSHA violations on the CONTRACTOR’S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR’S INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the Contractor non-responsible following a hearing.

A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the Contractor with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

SECTION III.

TECHNICAL SPECIFICATIONS

The contracted vendor shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to facilitate complete and comprehensive control of the pests, both specified and unspecified, present at various City locations.

- All work involving the use of chemicals will be accomplished by a State of California licensed pest control applicator.
- A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a monthly basis.
- The Contractor must possess and maintain a valid pesticide control business License issued by the County of Riverside.
- The Contractor must possess a QAL (Qualified Application License).
- The Contractor shall possess and maintain a valid State of California Operator's License in the appropriate branch of the California Structural Pest Control Act, and all employees that will be performing any pest and rodent control shall possess and maintain a valid Field Representative and or Applicator License.
- The Contractor is required to call in the "Notice of intent to apply" to the County Agricultural Commissioner Office as required by the label.
- The Contractor is required to fill out a Fumigation Management Plan, as required by the label and a copy is to be given to the City after each application.
- All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural commissioner's office and a permit obtained with a copy given to the City prior to use of said chemical.
- All chemical applications are to be applied in accordance with the label.
- Contractor is required to supply their own water to mix their chemicals.

SPECIFICATIONS

The City of Corona, Department of Water and Power, seek to purchase labor and materials from Pest Control Contractors. Contractor shall conduct a minimum number of monthly services specified for each worksite deemed necessary by the Facilities Maintenance

Supervisor. Contractor shall inspect and treat the exterior of worksite as determined by the designated City personnel.

Contractor shall coordinate with the designated City personnel prior to work commencing. Contractor must promptly report, in writing, any building disrepair, including cracks and crevices, which may contribute to pests, to the designated City personnel. Contractor must obtain a signature on each service report, from the designated City personnel, after each inspection and/or call-out.

General – These specifications and the areas to be treated are not given nor are they intended to be complete in the details of pest control service, but rather, are given as an outline of our general requirements. All materials and workmanship must comply with all Local, County, State and federal codes, specifications and ordinances.

Service shall include the personnel and all chemicals and materials needed in order to facilitate complete and thorough control of pests at each location. Service will consist of a minimum number of weekly and/or monthly services specified for each location and/or more often if deemed necessary by our Facilities Maintenance Supervisor.

Reporting - Contractor is to report to the individual designated for each location before completing any service to become aware of any recent pest problems. If, during the course of service, any building disrepair which might contribute to pests is noted, the facilities designee must be informed, in writing, so that the situation may be remedied. Contractor must also report to this designee after each service to obtain verification that service was performed. Contractor may NOT leave service report on a vacant desk.

Certification – State certification and registration is mandatory during the term of contract. Bidders must hold a current and valid State Operator's license at the time of bid submittal, and this license must remain valid for the entirety of the contract. All bidders must have submitted copies of this information with the bid. Failure to do so will be cause for bid rejection.

All Pest Control personnel must hold valid and current State Applicator's or Branch II Field Representative licenses for the entirety of the contract. Bidder must provide this information for each licensed applicator at time of award.

Responsibility – The successful bidders shall be required to assume sole responsibility for the complete effort as required by this NIB for specific locations. The City will consider the selected bidder to be the sole point of contact with regard to contractual matters.

Quality Assurance – Bidder must submit a detailed description of their quality assurance program intended to be implemented to ensure a successful contract. This should include the frequency of quality inspections and visits, standards of performance, and all else. Please submit this plan on a separate piece of paper.

All pest control service must be done to the complete satisfaction of the Department Water and Power Facilities Maintenance department. The City reserves the right to cancel any contract where the service performed does not meet the satisfaction of the using department.

Inspection of Buildings and Areas – Each Contractor is required to perform a detailed evaluation of the existing structural and sanitation conditions of all the buildings and areas specified prior to submitting their quotation, to be fully aware of the service required and the number of hours or days that will be required to provide a pest free environment. Any conditions that may prevent the Contractor from successful completion of the services required should be noted on a separate sheet of paper.

Service – Contractor to provide an environment, free from, but not limited to, the following pests: spiders, cockroaches, beetles, crickets and other hoppers ants (all species), earwigs, sowbugs, silverfish and other crawling insects, wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of three (3) stories, flies, moths and other flying insects, weevils and other food pests, mice, rats and other rodents. Contractor shall provide cobweb cleaning up to 12 feet high on each building.

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, walls/enclosures, kitchen, dining room, refuse containers, hallways, locker rooms, and lounge areas.

The Contractor must perform a thorough detection program during every service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, Contractor must submit a written report to the Facility Maintenance department listing any and all areas that remain inaccessible for pest control services such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt City's activities, the contractor shall be required to provide necessary services at alternate times agreeable to the City facilities, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

Pest control shall take place as specified per location, treating the exterior of each facility within regular business hours, 7am- 5pm, Monday - Friday. Interior treatment will be to the City's discretion and must occur **AFTER** normal working hours, 6:00 P.M. to 6:00A.M. Monday-Friday or Saturday and Sunday. Interior services are on an as-needed basis only and will be requested by the Maintenance Services Department.

Performance Requirements – The Contractor is to use the proper equipment and material to render the services to ensure safety for all human life and the environment. It is to be clearly understood that the equipment and pesticides used by the Contractor for this contract are to be within safe and legal guidelines.

Before an application is made, the Contractor shall notify the building designee of any precautionary actions, if any, that may need to be taken.

All pesticides used shall be non-flammable, secured when unattended and registered by the U.S. Environmental Protection Agency and the State of California.

The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Contractor may not store chemicals or equipment on the facility site at any time.

Start Up – The contract vendor shall be extended a thirty (30) day grace period in order to eliminate pest problems that may have been present prior to the contract award. During the grace period, the Facility Maintenance Department will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Contractor sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for thirty (30) consecutive days.

If within the thirty (30) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the contract or extend the grace period for an additional thirty (30) days.

Accident Reports – The Contractor will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of work, whether on and/or adjacent to the City facility which has caused death, personal injury and/or property damage, giving full details and statements of witnesses to the City designee.

Pricing – Bids shall be based on a fixed fee to perform all required pest control services as required to provide a pest free environment for each facility. Additional requirements not related to regular service may be ordered at a rate quoted on this bid form. The quote will remain firm for the contract year.

Invoicing – All invoices submitted by Contractor shall contain the following information: 1) Job location 2) Itemized description of services billed 3) date of service 4) City's Purchase Order Number 5) Amount of the invoice 6) each service location must be invoiced separately.

Additions/Deletions- The City may, without invalidating the contract, modify the contract by adding, deleting or changing areas to the contract; by adding deleting or changing usage or space, by adding, deleting or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

The existing bait stations will be removed by previous vendor, and the awarded contractor will be responsible for installing new bait stations at the locations listed on the bid/price form.

Areas to be Maintained

<u>LOCATION</u>	<u>TYPE OF SERVICES EXTERIOR & BAIT STATION SERVICE</u>	<u>FREQUENCY</u>	<u>QUANTITY PER YEAR</u>	<u>EST. SQUARE FOOTAGE</u>
Civic Center / Auditorium 815 W. 6th Street	Pest and Rodent Control	Monthly	12	60,000
Corporation Yard (Police Station) 730 Public Safety Way	Pest and Rodent Control	Monthly	12	125,000
Corona Public Library 650 S. Main Street	Pest and Rodent Control	Monthly	12	50,000
Old Corona Police Main Station 849 W. Sixth Street	Pest and Rodent Control	Monthly	12	31,532
Police Temescal & Fire Station #7 Safety Facility 3777 Bedford Canyon Road	Pest and Rodent Control	Monthly	12	6,000
City Hall 400 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	136,000
Central Plant 520 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	1,310
Corporation Yard (General Svc. Building) 735 Public Safety Way	Pest and Rodent Control	Monthly	12	44,000
City of Corona 750 (Shops) Public Safety Way	Pest and Rodent Control	Monthly	12	26,000

City of Corona (Warehouse) 770 Public Safety Way	Pest and Rodent Control	Monthly	12	40,000
City of Corona (Vehicle Maintenance) 760 Public Safety Way	Pest and Rodent Control	Monthly	12	30,000
City of Corona (Range) 710 Public Safety Way	Pest and Rodent Control	Monthly	12	28,000
City of Corona (DWP Building) 755 Public Safety Way	Pest and Rodent Control	Monthly	12	32,000
City of Corona (Day Care) 550 Vicentia Ave	Pest and Rodent Control	Monthly	12	20,000
City of Corona (Fuel Station) 740 Public Safety Way	Pest and Rodent Control	Monthly	12	28,000
SDO WTP 2940 Wilderness Circle	Pest and Rodent Control	Monthly	12	880
SDO Raw Booster 1670 Montana Ranch	Pest and Rodent Control	Monthly	12	1,400
Eagle Glen Z-6 1602 Fairway	Pest and Rodent Control	Monthly	12	576
Aquino Circle Booster 1036 Aquino Circle	Pest and Rodent Control	Monthly	12	342
Eagle Glen Z-5 4255 Eagle Glen	Pest and Rodent Control	Monthly	12	625
Well 21 24650 Glen Ivy Road	Pest and Rodent Control	Monthly	12	304
Payette Booster 881 Payette Ave.	Pest and Rodent Control	Monthly	12	1,035

Border Booster 2290 Border Ave.	Pest and Rodent Control	Monthly	12	539
Serfas Club 1290 Serfas Club Dr.	Pest and Rodent Control	Monthly	12	405
Lester WTP 2970 Rimpau Ave.	Pest and Rodent Control	Monthly	12	2,500
Green River WTP 4130 Green River Rd	Pest and Rodent Control	Monthly	12	4,300
WWTP # 1 2205 Railroad	Pest and Rodent Control	Monthly	12	4,849
WWTP # 2 650 E. Harrison	Pest and Rodent Control	Monthly	12	669
WWTP # 3 3997 Temescal Cyn	Pest and Rodent Control	Monthly	12	1,275
Well 20 25225 Matri Road	Pest and Rodent Control	Monthly	12	304
Well 27 2581 Mangular	Pest and Rodent Control	Monthly	12	304
Well 13 1104 Cottonwood	Pest and Rodent Control	Monthly	12	304
Well 14 1200 W. 10th	Pest and Rodent Control	Monthly	12	304
Mabey Canyon 2643 Border Ave	Pest and Rodent Control	Monthly	12	540
Harland Hills Booster 344 Bonnie View	Pest and Rodent Control	Monthly	12	120

Glen Ivy Booster Station 8965 Glen Ivy	Pest and Rodent Control	Monthly	12	175
Temescal Desalter 745 Public Safety Way	Pest and Rodent Control	Monthly	12	128,120
Border Recycle Booster Station 2369 ½ Border Avenue	Pest and Rodent Control	Monthly	12	114,660
Well 11 1965 Pomona Road	Pest and Rodent Control	Monthly	12	12,500
Montana Ranch Booster 2940 Wilderness Circle	Pest and Rodent Control	Monthly	12	2,900
Auburndale Recreation Center 1045 Auburndale	Pest and Rodent Control	Monthly	12	2,524
River Road Recreation Center 1100 River Road Park	Pest and Rodent Control	Monthly	12	2,586
Brentwood Recreation Center 1646 Dawnridge	Pest and Rodent Control	Monthly	12	690
Victoria Recreation Center 312 Ninth St.	Pest and Rodent Control	Monthly	12	2,940
Gymnasium 502 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	14,266
Senior Center 921 S. Bell	Pest and Rodent Control	Monthly	12	5,000
Animal Shelter 1330 Magnolia Ave.	Pest and Rodent Control	Weekly	52	8,200
Community Center 365 N. Main Street	Pest and Rodent Control	Monthly	12	33,000

ION Exchange 410 Rimpau Ave.	Pest and Rodent Control	Monthly	12	11,200
Fire Station 1 540 Magnolia Ave.	Pest and Rodent Control	Monthly	12	7,085
Fire Station 2 225 East Harrison Street	Pest and Rodent Control	Monthly	12	7,686
Fire Station 3 790 South Smith Ave.	Pest and Rodent Control	Monthly	12	7,085
Fire Station 4 915 North McKinley Street	Pest and Rodent Control	Monthly	12	7,882
Fire Station 5 1200 Canyon Crest	Pest and Rodent Control	Monthly	12	6,000
Fire Station 6 110 West Upper Drive	Pest and Rodent Control	Monthly	12	7,629
El Cerrito Park 7500 El Cerrito Drive	Pest and Rodent Control	Monthly	12	250
Butterfield Park 1886 Butterfield Drive	Pest and Rodent Control	Monthly	12	500
Citrus Community Park 1250 Santana Way	Pest and Rodent Control	Monthly	12	200
Mountain Gate Park 3100 S. Main Street	Pest and Rodent Control	Monthly	12	250
Promenade Park 615 Richey Street	Pest and Rodent Control	Monthly	12	500
Eagle Glen Radio Comm 1602 Fairway Dr.	Pest and Rodent Control	Monthly	12	96

Grape Hill Radio 881 Corsica & Impresivo	Pest and Rodent Control	Monthly	12	200
Green River Radio Comm 1390 Nicholas Place	Pest and Rodent Control	Monthly	12	5,100
SDO Radio Comm Bldg 2940 Wilderness Dr.	Pest and Rodent Control	Monthly	12	550
Arlington IC 2442 Promenade	Pest and Rodent Control	Monthly	12	600
Glen Ivy Reservoir 8965 Glen Ivy Road	Pest and Rodent Control	Monthly	12	700
Santana Park 598 Santana Way	Pest and Rodent Control	Monthly	12	1,500
Eagle Glen Park 8965 Glen Ivy Road	Pest and Rodent Control	Monthly	12	1,300

SECTION IV.

BID CONTENT AND FORMS

A. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

B. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Contractor's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be included in cost.

C. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

Forms to be returned with Bid response:

- ☐ **Bid/Price Form**
- ☐ **Non-Collusion Declaration**
- ☐ **Local Bidder Preference Program Statement (ONLY IF APPLICABLE)**
- ☐ **Experience Statement**
- ☐ **Designation of Sub-Contractors**
- ☐ **Contractor's Industrial Safety Record Form**
- ☐ **Information Required of Contractors**
- ☐ **Contractor's Certificate Regarding Workers' Compensation**
- ☐ **Maintenance General Services Agreement Acknowledgement**
- ☐ **Acknowledgement of the Vendor Performance Evaluation Form**
- ☐ **Insurance Requirements Check Sheet**

BID / PRICE FORM

REQUEST FOR QUOTES:	NIB No. 19-020HC
DESCRIPTION OF NIB:	Pest and Rodent Control Services
BIDDER'S NAME/ADDRESS:	
NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE	

ANNUAL PURCHASE ORDER

The Initial Purchase Order Period shall be effective on or about March 20, 2019 through June 30, 2021 with two (2) two-year optional renewal periods. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period.

Agreement Renewal:

Should the City elect to exercise its option to extend any agreement for the additional contract period(s), pricing of Agreement Term extensions, if exercised, shall be negotiated by the Parties prior to the commencement of the option term. Negotiated price increases during the option period (s) should not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any agreement extension term must be supported, at time of negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Contractor must provide labor cost increases to the City a minimum of thirty (30) days in advance of Agreement or amendment term end date.

Optional Renewal Periods.

- Option year 1, if exercised, shall be effective July 1, 2021 through June 30, 2023.
- Option year 2, if exercised, shall be effective July 1, 2023 through June 30, 2025.

Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification requirements.

Unit costs shall include all materials, supplies, labor, equipment and ancillary costs required to complete the work.

LOCATION	TYPE OF SERVICES EXTERIOR & BAIT STATION SERVICE	FREQUENCY	# OF BAIT STATIONS REQUIRED	EST. SQUARE FOOTAGE	MONTHLY COST PER SERVICE
Civic Center / Auditorium 815 W. 6th Street	Pest and Rodent Control	Monthly	10	60,000	\$_____
Corporation Yard (Police Station) 730 Public Safety Way	Pest and Rodent Control	Monthly	8	125,000	\$_____
Corona Public Library 650 S. Main Street	Pest and Rodent Control	Monthly	6	50,000	\$_____
Old Corona Police Main Station 849 W. Sixth Street	Pest and Rodent Control	Monthly	0	31,532	\$_____
Police & Fire Station # 7 Temescal Safety Facility 3777 Bedford Canyon Road	Pest and Rodent Control	Monthly	6	6,000	\$_____
City Hall 400 S. Vicentia Ave	Pest and Rodent Control	Monthly	4	136,000	\$_____
Central Plant 520 S. Vicentia Ave	Pest and Rodent Control	Monthly	5	1,310	\$_____
Corporation Yard (General Svc. Building) 735 Public Safety Way	Pest and Rodent Control	Monthly	6	44,000	\$_____

City of Corona (Shops) 750 Public Safety Way	Pest and Rodent Control	Monthly	4	26,000	\$_____
City of Corona (Warehouse) 770 Public Safety Way	Pest and Rodent Control	Monthly	4	40,000	\$_____
City of Corona (Vehicle Maintenance) 760 Public Safety Way	Pest and Rodent Control	Monthly	4	30,000	\$_____
City of Corona (Range) 710 Public Safety Way	Pest and Rodent Control	Monthly	4	28,000	\$_____
City of Corona (DWP Building) 755 Public Safety Way	Pest and Rodent Control	Monthly	6	32,000	\$_____
City of Corona (Day Care) 550 Vicentia Ave	Pest and Rodent Control	Monthly	4	20,000	\$_____
City of Corona (Fuel Station) 740 Public Safety Way	Pest and Rodent Control	Monthly	3	28,000	\$_____
SDO WTP 2940 Wilderness Circle	Pest and Rodent Control	Monthly	4	880	\$_____
SDO Raw Booster 1670 Montana Ranch	Pest and Rodent Control	Monthly	2	1,400	\$_____
Eagle Glen Z-6 1602 Fairway	Pest and Rodent Control	Monthly	0	576	\$_____
Aquino Circle Booster 1036 Aquino Circle	Pest and Rodent Control	Monthly	0	342	\$_____

Eagle Glen Z-5 4255 Eagle Glen	Pest and Rodent Control	Monthly	0	625	\$_____
Well 21 24650 Glen Ivy Road	Pest and Rodent Control	Monthly	0	304	\$_____
Payette Booster 881 Payette Ave.	Pest and Rodent Control	Monthly	0	1,035	\$_____
Border Booster 2290 Border Ave.	Pest and Rodent Control	Monthly	0	539	\$_____
Serfas Club 1290 Serfas Club Dr.	Pest and Rodent Control	Monthly	0	405	\$_____
Lester WTP 2970 Rimpau Ave.	Pest and Rodent Control	Monthly	3	2,500	\$_____
Green River WTP 4130 Green River Rd	Pest and Rodent Control	Monthly	4	4,300	\$_____
WWTP # 1 2205 Railroad	Pest and Rodent Control	Monthly	30	4,849	\$_____
WWTP # 2 650 E. Harrison	Pest and Rodent Control	Monthly	16	669	\$_____
WWTP # 3 3997 Temescal Cyn	Pest and Rodent Control	Monthly	4	1,275	\$_____
Border Recycle Booster Station 2290 Border Ave.	Pest and Rodent Control	Monthly	0	425	\$_____
Well 20 25225 Matri Road	Pest and Rodent Control	Monthly	0	304	\$_____

Well 27 2581 Mangular	Pest and Rodent Control	Monthly	1	304	\$_____
Well 13 1104 Cottonwood	Pest and Rodent Control	Monthly	0	304	\$_____
Well 14 1200 W. 10th	Pest and Rodent Control	Monthly	0	304	\$_____
Mabey Canyon 2643 Border Ave	Pest and Rodent Control	Monthly	0	540	\$_____
Harland Hills Booster 344 Bonnie View	Pest and Rodent Control	Monthly	0	120	\$_____
Glen Ivy Booster Station 8965 Glen Ivy	Pest and Rodent Control	Monthly	0	175	\$_____
Temescal Desalter 745 Public Safety Way	Pest and Rodent Control	Monthly	4	128,120	\$_____
Border Recycle Booster Station 2369 ½ Border Avenue	Pest and Rodent Control	Monthly	0	114,660	\$_____
Well 11 1965 Pomona Road	Pest and Rodent Control	Monthly	0	12,500	\$_____
Montana Ranch Booster 2940 Wilderness Circle	Pest and Rodent Control	Monthly	2	2,900	\$_____
Auburndale Recreation Center 1045 Auburndale	Pest and Rodent Control	Monthly	6	2,524	\$_____
River Road Recreation Center 1100 River Road Park	Pest and Rodent Control	Monthly	4	2,586	\$_____

Brentwood Recreation Center 1646 Dawnridge	Pest and Rodent Control	Monthly	4	690	\$_____
Victoria Recreation Center 312 Ninth St.	Pest and Rodent Control	Monthly	6	2,940	\$_____
Gymnasium 502 S. Vicentia Avenue	Pest and Rodent Control	Monthly	2	14,266	\$_____
Senior Center 921 S. Bell	Pest and Rodent Control	Monthly	4	5,000	\$_____
Animal Shelter 1330 Magnolia Ave.	Pest and Rodent Control	Weekly	6	8,200	\$_____
Community Center 365 N. Main Street	Pest and Rodent Control	Monthly	3	33,000	\$_____
ION Exchange 411 Rimpau Ave.	Pest and Rodent Control	Monthly	3	11,200	\$_____
Fire Station 1 540 Magnolia Ave.	Pest and Rodent Control	Monthly	4	7,085	\$_____
Fire Station 2 225 East Harrison Street	Pest and Rodent Control	Monthly	3	7,686	\$_____
Fire Station 3 790 South Smith Ave.	Pest and Rodent Control	Monthly	3	7,085	\$_____
Fire Station 4 915 North McKinley Street	Pest and Rodent Control	Monthly	6	7,882	\$_____
Fire Station 5 1200 Canyon Crest	Pest and Rodent Control	Monthly	8	6,000	\$_____

Fire Station 6 110 West Upper Drive	Pest and Rodent Control	Monthly	4	7,629	\$_____
El Cerrito Park 7500 El Cerrito Drive	Pest and Rodent Control	Monthly	2	2,500	\$_____
Butterfield Park 1886 Butterfield Drive	Pest and Rodent Control	Monthly	4 (2 at each snack bar)	4,600	\$_____
Citrus Community Park 1250 Santana Way	Pest and Rodent Control	Monthly	2	150	\$_____
Mountain Gate Park 3100 S. Main Street	Pest and Rodent Control	Monthly	2	1,200	\$_____
Promenade Park 615 Richey Street	Pest and Rodent Control	Monthly	2	1,250	\$_____
Eagle Glen Radio Comm 1602 Fairway Dr.	Pest and Rodent Control	Monthly	1	96	\$_____
Grape Hill Radio 881 Corsica & Impresivo	Pest and Rodent Control	Monthly	1	200	\$_____
Green River Radio Comm 1390 Nicholas Place	Pest and Rodent Control	Monthly	1	5,100	\$_____
SDO Radio Comm Bldg 2940 Wilderness Dr.	Pest and Rodent Control	Monthly	1	550	\$_____
Arlington IC 2442 Promenade	Pest and Rodent Control	Monthly	0	600	\$_____
Glen Ivy Reservoir 8965 Glen Ivy Road	Pest and Rodent Control	Monthly	0	700	\$_____

Eagle Glen Park 4190 Bennett Avenue	Pest and Rodent Control	Monthly	2	1,300	\$_____
Santana Park 598 Santana Way	Pest and Rodent Control	Monthly	4 (2 at each snack bar)	1,500	\$_____

*** monthly cost of services must include monthly maintenance on REQUIRED bait stations***

Total Monthly Bid Price.....\$_____

Total Annual Bid Price..... \$_____

The awarded contract will have an additional estimated amount of \$30,000 for incidentals, as-needed services per fiscal year. Locations may be added or removed at the City's discretion, with reasonable notice given to the contractor.

Optional, As-Needed Bid Items

	Description	Unit of Measure	QUANTITY	COST
1.	As-needed installation of additional bait station.	Per Station	1	\$_____
2.	Cost to service each additional bait station per month.	Month	1	\$_____
3.	Bee treatments at height of 15-feet or less	Per Service	1	\$_____
4.	Bee treatments at height of above 15 feet up to 30 feet	Per Service	1	\$_____
5	Bee treatments above 30-feet	Per Service	1	\$_____
6	As-needed Gopher Treatment	Per Service	1	\$_____
7	Seasonal Fire Ant Services	Per Service	1	\$_____

	Description	Unit of Measure	QUANTITY	COST
8	As-needed Ground Squirrel Treatment	Per Service	1	\$_____
9	As-needed On Call Rate	Per Hour	1	\$_____

*****Exterior pest control services must be conducted on a routine basis as indicated above. Interior services will be requested at the City's discretion*****

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

In the event that bidder intends to bid zero-dollar value for any item shown in the Bid/Price Form, bidder shall enter "zero" or "0" in the space provided for price or cost. With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder shall complete the following required information:

Bidder's Acknowledgement of His Understanding of The Terms and Conditions.

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No . (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any exceptions to or deviations from the NIB Requirements here.

Have you included in your bid all informational items and forms as requested? Yes / No . (circle one). If you answered "No", please explain: _____

This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____% _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the bidder's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted with Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

Bidder’s Name

Address of Bidder within City limits
(a post office box does not qualify)

Bidder’s City of Corona business license number_____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Signature of Bidder

**EXPERIENCE STATEMENT
To Be Submitted with Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Project Client	Description of Bidder's Work	Period of Performance	Contact Name & Phone

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business and (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above), then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.

¹ A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City.

Description of Work	PCC 3400(c) Apply?	Will you be Self- Performing? (Please circle)	If no, list Subcontractor	Name, Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Contractor: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD FORM

(To be Completed and Submitted with Contractor's Bid)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ **Serious** ___ **Willful** ___ **Repeat** ___ **Other** ___ **Unclass** _____ **Total**

INFORMATION REQUIRED OF CONTRACTORS

[***Indicate not applicable (“N/A”) where appropriate***]

NOTE: Where Contractor is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Contractor: _____

2.0 Type, if Entity: _____

3.0 Contractor Address: _____

Email Address

Telephone Number

4.0 _____
Structural pest control operator License Number DIR Registration
Number

5.0 How many years has Contractor’s organization been in business as a Contractor?

6.0 How many years has Contractor’s organization been in business under its present
name? _____

6.1 Under what other or former names has Contractor’s organization operated:

7.0 If Contractor’s organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President’s Name: _____

7.4 Vice-President’s Name(s): _____

7.5 Secretary’s Name: _____

7.6 Treasurer’s Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: _____

8.2 Name and address of all partners (state whether general or limited partnership):

9.0 If other than a corporation or partnership, describe organization and name principals:

10.0 List other states in which Contractor's organization is legally qualified to do business.

11.0 What type of work does the Contractor normally perform with its own forces?

12.0 Has Contractor ever failed to complete any work awarded to it? If so, note when, where, and why:

13.0 Has Contractor entered into a settlement agreement involving a project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the bid as nonresponsive or the Contractor as non-responsible following a hearing.*

14.0 Within the last five years, has any officer or partner of Contractor's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

15.0 Have you been or are you on any federal state list of debarred or suspended bidders/contractors? If yes, state the beginning and ending dates of the period of disbarment:

16.0 List Trade References:

17.0 List Bank References (Bank and Branch Address):

18.0 Insurance Documentation:

Submit a sample of your certificate of insurance for a preliminary review by the City.

Disclose any deductibles or self-insured retentions. Any deductibles or self-insured retentions are subject to approval by the City

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the agreement, as presented, without exception, for the City's NIB No. 19-020HC.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)



Vendor Performance Evaluation Form

Department:			Division:	
Prepared By:			Title:	
Vendor Name:			P.O. #:	
Contract Amount: \$			Change Order Amount: \$	
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input style="float: right;" type="radio"/>			Professional Service - unique, technical, and/or infrequent functions performed by an independent contractor/vendor qualified by education, experience, and/or technical ability to provide services. <input style="float: right;" type="radio"/>	
Products - a supplier of a tangible object that is manufactured or refined for sale. <input style="float: right;" type="radio"/>			Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input style="float: right;" type="radio"/>	
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i> 				

6. *Appropriate Use of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

<i>Evaluation Criteria</i>	<i>Evaluation Score</i>				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate Use of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE	4.89
OVERALL EVALUATION RATING	EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

City of Corona

RFP Insurance Requirements Check List

	Circle One	Applicable
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	Yes No	YES
Can your company provide Automobile Liability - \$1M?	Yes No	YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	Yes No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California ?	Yes No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	Yes No	YES

Insurance Endorsements

General Liability		
(Occurrence form CG 0001)	Circle One	Applicable
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	Yes No	YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss?	Yes No	YES
Can your company provide Completed Operations as evidenced with the following endorsements?		YES
Endorsement form CG 20 10 11 85 -OR-	Yes No	YES
CG 20 37 and one of the following	Yes No	YES
CG 20 10	Yes No	YES
CG 20 26	Yes No	YES
CG 20 33	Yes No	YES
CG 20 38	Yes No	YES
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary and any City insurance will be in excess of the contractor's insurance and will not be called upon to contribute? Endorsement Form shall be as broad as CG 20 01 04 13.	Yes No	YES
Automobile Liability		
	Circle One	Applicable
Does your insurance cover owned automobiles with Form number CA 0001 code 1 (any auto)?	Yes No	YES
If your company does not have owned automobiles, does your insurance cover No Owned Autos Code 8 (hired) and 9 (non-owned)?	Yes No	YES
Workers' Compensation		

Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor?	Yes	No	YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?	Yes	No	YES
Will your insurance policies have a (30) days’ notice of cancellation endorsement?	Yes	No	YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	Yes	No	YES
Does your insurance have any deductibles and/or self-insurance retentions?	Yes	No	YES

Use the space below to explain any "No" responses.

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Bid)**

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. RFP on the Price Form where indicated. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids or proposals as non-responsive based on the exceptions or deviations to the insurance requirements.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required unless exceptions have been disclosed.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION V.

**** SAMPLE - DO NOT EXECUTE ****

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(PEST AND RODENT CONTROL SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing pest and rodent control services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Pest and Rodent Control Services Project (NIB 19-020HC) (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional pest and rodent control services maintenance or other general services necessary for the Project (“Services”). The Services are

more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to June 30, 2021 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City’s Representative. The City hereby designates Tom Moody, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full

authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted

by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex

or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the

required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** *Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease. Pollution Liability. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

Pollution Liability. The pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance NIB No. 19-020HC

Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN**

DOLLAR AMOUNT*]** (\$*****INSERT NUMERICAL DOLLAR AMOUNT***]**) (“Total Compensation”) without written approval of City’s *****INSERT TITLE***]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding

the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take

any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(PEST AND RODENT CONTROL SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(PEST AND RODENT CONTROL SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONTRACTOR***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

“EXHIBIT A” SCOPE OF WORK

The contracted vendor shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to facilitate complete and comprehensive control of the pests, both specified and unspecified, present at various City locations.

- All work involving the use of chemicals will be accomplished by a State of California licensed pest control applicator.
- A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a monthly basis.
- The Contractor must possess and maintain a valid pesticide control business License issued by the County of Riverside.
- The Contractor must possess a QAL (Qualified Application License).
- The Contractor shall possess and maintain a valid State of California Operator’s License in the appropriate branch of the California Structural Pest Control Act, and all employees that will be performing any pest and rodent control shall possess and maintain a valid Field Representative and or Applicator License.
- The Contractor is required to call in the “Notice of intent to apply” to the County Agricultural Commissioner Office as required by the label.
- The Contractor is required to fill out a Fumigation Management Plan, as required by the label and a copy is to be given to the City after each application.
- All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural commissioner’s office and a permit obtained with a copy given to the City prior to use of said chemical.
- All chemical applications are to be applied in accordance with the label.
- Contractor is required to supply their own water to mix their chemicals.

SPECIFICATIONS

The City of Corona, Department of Water and Power, seek to purchase labor and materials from Pest Control Contractors. Contractor shall conduct a minimum number of monthly services specified for each worksite deemed necessary by the Facilities Maintenance Supervisor. Contractor shall inspect and treat the exterior of worksite as determined by the designated City personnel.

Contractor shall coordinate with the designated City personnel prior to work commencing. Contractor must promptly report, in writing, any building disrepair, including cracks and crevices, which may contribute to pests, to the designated City personnel. Contractor must obtain a signature on each service report, from the designated City personnel, after each inspection and/or call-out.

General – These specifications and the areas to be treated are not given nor are they intended to be complete in the details of pest control service, but rather, are given as an outline of our general requirements. All materials and workmanship must comply with all Local, County, State and federal codes, specifications and ordinances.

Service shall include the personnel and all chemicals and materials needed in order to facilitate complete and thorough control of pests at each location. Service will consist of a minimum number of weekly and/or monthly services specified for each location and/or more often if deemed necessary by our Facilities Maintenance Supervisor.

Reporting - Contractor is to report to the individual designated for each location before completing any service to become aware of any recent pest problems. If, during the course of service, any building disrepair which might contribute to pests is noted, the facilities designee must be informed, in writing, so that the situation may be remedied. Contractor must also report to this designee after each service to obtain verification that service was performed. Contractor may NOT leave service report on a vacant desk.

Certification – State certification and registration is mandatory during the term of contract. Bidders must hold a current and valid State Operator's license at the time of bid submittal, and this license must remain valid for the entirety of the contract. All bidders must have submitted copies of this information with the bid. Failure to do so will be cause for bid rejection.

All Pest Control personnel must hold valid and current State Applicator's or Branch II Field Representative licenses for the entirety of the contract. Bidder must provide this information for each licensed applicator at time of award.

Responsibility – The successful bidders shall be required to assume sole responsibility for the complete effort as required by this NIB for specific locations. The City will consider the selected bidder to be the sole point of contact with regard to contractual matters.

Quality Assurance – Bidder must submit a detailed description of their quality assurance program intended to be implemented to ensure a successful contract. This should include the frequency of quality inspections and visits, standards of performance, and all else. Please submit this plan on a separate piece of paper.

All pest control service must be done to the complete satisfaction of the Department Water and Power Facilities Maintenance department. The City reserves the right to cancel any contract where the service performed does not meet the satisfaction of the using department.

Inspection of Buildings and Areas – Each Contractor is required to perform a detailed evaluation of the existing structural and sanitation conditions of all the buildings and areas specified prior to submitting their quotation, to be fully aware of the service required and the number of hours or days that will be required to provide a pest free environment. Any conditions

that may prevent the Contractor from successful completion of the services required should be noted on a separate sheet of paper.

Service – Contractor to provide an environment, free from, but not limited to, the following pests: spiders, cockroaches, beetles, crickets and other hoppers ants (all species), earwigs, sowbugs, silverfish and other crawling insects, wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of three (3) stories, flies, moths and other flying insects, weevils and other food pests, mice, rats and other rodents. Contractor shall provide cobb web cleaning up to 12 feet high on each building.

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, walls/enclosures, kitchen, dining room, refuse containers, hallways, locker rooms, and lounge areas.

The Contractor must perform a thorough detection program during every service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, Contractor must submit a written report to the Facility Maintenance department listing any and all areas that remain inaccessible for pest control services such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt City's activities, the contractor shall be required to provide necessary services at alternate times agreeable to the City facilities, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

Pest control shall take place as specified per location, treating the exterior of each facility within regular business hours, 7am- 5pm, Monday - Friday. Interior treatment will be to the City's discretion and must occur **AFTER** normal working hours, 6:00 P.M. to 6:00A.M. Monday-Friday or Saturday and Sunday. Interior services are on an as-needed basis only and will be requested by the Maintenance Services Department.

Performance Requirements – The Contractor is to use the proper equipment and material to render the services to ensure safety for all human life and the environment. It is to be clearly understood that the equipment and pesticides used by the Contractor for this contract are to be within safe and legal guidelines.

Before an application is made, the Contractor shall notify the building designee of any precautionary actions, if any, that may need to be taken.

All pesticides used shall be non-flammable, secured when unattended and registered by the U.S. Environmental Protection Agency and the State of California.

The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Contractor may not store chemicals or equipment on the facility site at any time.

Start Up – The contract vendor shall be extended a thirty (30) day grace period in order to eliminate pest problems that may have been present prior to the contract award. During the grace period, the Facility Maintenance Department will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Contractor sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for thirty (30) consecutive days.

If within the thirty (30) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the contract or extend the grace period for an additional thirty (30) days.

Accident Reports – The Contractor will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of work, whether on and/or adjacent to the City facility which has caused death, personal injury and/or property damage, giving full details and statements of witnesses to the City designee.

Pricing – Bids shall be based on a fixed fee to perform all required pest control services as required to provide a pest free environment for each facility. Additional requirements not related to regular service may be ordered at a rate quoted on this bid form. The quote will remain firm for the contract year.

Invoicing – All invoices submitted by Contractor shall contain the following information: 1) Job location 2) Itemized description of services billed 3) date of service 4) City's Purchase Order Number 5) Amount of the invoice 6) each service location must be invoiced separately.

Additions/Deletions- The City may, without invalidating the contract, modify the contract by adding, deleting or changing areas to the contract; by adding deleting or changing usage or space, by adding, deleting or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

The existing bait stations will be removed by previous vendor, and the awarded contractor will be responsible for installing new bait stations at the locations listed on the bid/price form.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Areas to be Maintained

<u>LOCATION</u>	<u>TYPE OF SERVICES EXTERIOR & BAIT STATION SERVICE</u>	<u>FREQUENCY</u>	<u>QUANTITY PER YEAR</u>	<u>EST. SQUARE FOOTAGE</u>
Civic Center / Auditorium 815 W. 6th Street	Pest and Rodent Control	Monthly	12	60,000
Corporation Yard (Police Station) 730 Public Safety Way	Pest and Rodent Control	Monthly	12	125,000
Corona Public Library 650 S. Main Street	Pest and Rodent Control	Monthly	12	50,000
Old Corona Police Main Station 849 W. Sixth Street	Pest and Rodent Control	Monthly	12	31,532
Police Temescal & Fire Station #7 Safety Facility 3777 Bedford Canyon Road	Pest and Rodent Control	Monthly	12	6,000
City Hall 400 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	136,000
Central Plant 520 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	1,310
Corporation Yard (General Svc. Building) 735 Public Safety Way	Pest and Rodent Control	Monthly	12	44,000
City of Corona (Shops) 750 Public Safety Way	Pest and Rodent Control	Monthly	12	26,000
City of Corona (Warehouse) 770 Public Safety Way	Pest and Rodent Control	Monthly	12	40,000

City of Corona (Vehicle Maintenance) 760 Public Safety Way	Pest and Rodent Control	Monthly	12	30,000
City of Corona (Range) 710 Public Safety Way	Pest and Rodent Control	Monthly	12	28,000
City of Corona (DWP Building) 755 Public Safety Way	Pest and Rodent Control	Monthly	12	32,000
City of Corona (Day Care) 550 Vicentia Ave	Pest and Rodent Control	Monthly	12	20,000
City of Corona (Fuel Station) 740 Public Safety Way	Pest and Rodent Control	Monthly	12	28,000
SDO WTP 2940 Wilderness Circle	Pest and Rodent Control	Monthly	12	880
SDO Raw Booster 1670 Montana Ranch	Pest and Rodent Control	Monthly	12	1,400
Eagle Glen Z-6 1602 Fairway	Pest and Rodent Control	Monthly	12	576
Aquino Circle Booster 1036 Aquino Circle	Pest and Rodent Control	Monthly	12	342
Eagle Glen Z-5 4255 Eagle Glen	Pest and Rodent Control	Monthly	12	625
Well 21 24650 Glen Ivy Road	Pest and Rodent Control	Monthly	12	304
Payette Booster 881 Payette Ave.	Pest and Rodent Control	Monthly	12	1,035

Border Booster 2290 Border Ave.	Pest and Rodent Control	Monthly	12	539
Serfas Club 1290 Serfas Club Dr.	Pest and Rodent Control	Monthly	12	405
Lester WTP 2970 Rimpau Ave.	Pest and Rodent Control	Monthly	12	2,500
Green River WTP 4130 Green River Rd	Pest and Rodent Control	Monthly	12	4,300
WWTP # 1 2205 Railroad	Pest and Rodent Control	Monthly	12	4,849
WWTP # 2 650 E. Harrison	Pest and Rodent Control	Monthly	12	669
WWTP # 3 3997 Temescal Cyn	Pest and Rodent Control	Monthly	12	1,275
Well 20 25225 Matri Road	Pest and Rodent Control	Monthly	12	304
Well 27 2581 Mangular	Pest and Rodent Control	Monthly	12	304
Well 13 1104 Cottonwood	Pest and Rodent Control	Monthly	12	304
Well 14 1200 W. 10 th St.	Pest and Rodent Control	Monthly	12	304
Mabey Canyon 2643 Border Ave	Pest and Rodent Control	Monthly	12	540
Harland Hills Booster 344 Bonnie View	Pest and Rodent Control	Monthly	12	120

Glen Ivy Booster Station 8965 Glen Ivy	Pest and Rodent Control	Monthly	12	175
Temescal Desalter 745 Public Safety Way	Pest and Rodent Control	Monthly	12	128,120
Border Recycle Booster Station 2369 ½ Border Avenue	Pest and Rodent Control	Monthly	12	114,660
Well 11 1965 Pomona Road	Pest and Rodent Control	Monthly	12	12,500
Montana Ranch Booster 2940 Wilderness Circle	Pest and Rodent Control	Monthly	12	2,900
Auburndale Recreation Center 1045 Auburndale	Pest and Rodent Control	Monthly	12	2,524
River Road Recreation Center 1100 River Road Park	Pest and Rodent Control	Monthly	12	2,586
Brentwood Recreation Center 1646 Dawnridge	Pest and Rodent Control	Monthly	12	690
Victoria Recreation Center 312 Ninth St.	Pest and Rodent Control	Monthly	12	2,940
Gymnasium 502 S. Vicentia Avenue	Pest and Rodent Control	Monthly	12	14,266
Senior Center 921 S. Bell	Pest and Rodent Control	Monthly	12	5,000
Animal Shelter 1330 Magnolia Ave.	Pest and Rodent Control	Weekly	52	8,200
Community Center 365 N. Main Street	Pest and Rodent Control	Monthly	12	33,000

ION Exchange 410 Rimpau Ave.	Pest and Rodent Control	Monthly	12	11,200
Fire Station 1 540 Magnolia Ave.	Pest and Rodent Control	Monthly	12	7,085
Fire Station 2 225 East Harrison Street	Pest and Rodent Control	Monthly	12	7,686
Fire Station 3 790 South Smith Ave.	Pest and Rodent Control	Monthly	12	7,085
Fire Station 4 915 North McKinley Street	Pest and Rodent Control	Monthly	12	7,882
Fire Station 5 1200 Canyon Crest	Pest and Rodent Control	Monthly	12	6,000
Fire Station 6 110 West Upper Drive	Pest and Rodent Control	Monthly	12	7,629
El Cerrito Park 7500 El Cerrito Drive	Pest and Rodent Control	Monthly	12	250
Butterfield Park 1886 Butterfield Drive	Pest and Rodent Control	Monthly	12	500
Citrus Community Park 1250 Santana Way	Pest and Rodent Control	Monthly	12	200
Mountain Gate Park 3100 S. Main Street	Pest and Rodent Control	Monthly	12	250
Promenade Park 615 Richey Street	Pest and Rodent Control	Monthly	12	500
Eagle Glen Radio Comm 1602 Fairway Dr.	Pest and Rodent Control	Monthly	12	96

Grape Hill Radio 881 Corsica & Impresivo	Pest and Rodent Control	Monthly	12	200
Green River Radio Comm 1390 Nicholas Place	Pest and Rodent Control	Monthly	12	5,100
SDO Radio Comm Bldg 2940 Wilderness Dr.	Pest and Rodent Control	Monthly	12	550
Arlington IC 2442 Promenade	Pest and Rodent Control	Monthly	12	600
Glen Ivy Reservoir 8965 Glen Ivy Road	Pest and Rodent Control	Monthly	12	700
Santana Park 598 Santana Way	Pest and Rodent Control	Monthly	12	1,500
Eagle Glen Park 8965 Glen Ivy Road	Pest and Rodent Control	Monthly	12	1,300

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

*****SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT FOR
PERFORMANCE/PAYMENT BONDS ARE NOT REQUIRED***]**